

nondisclosure obligation by its agents, servants and employees. Grower acknowledges and agrees that Corporation shall be entitled, in addition to any other right or remedies it may have at law or in equity, to an injunction enjoining and restraining Grower, its agents, servants and/or employees, from doing or continuing to do any act in violation of any of the covenants contained herein and any other violation or threatened violation hereof. In the event Corporation shall institute any action or proceeding to enforce the provisions hereof, Grower, its agents, servants and employees hereby waive the claim or defense that such remedy at law exists; however, nothing herein shall be construed as prohibiting Corporation from pursuing any other remedies available to it, in addition to injunctive relief, whether at law or in equity, including without limitation the recovery of damages.

7. Default and Termination. The parties agree that Corporation, at its election, immediately and without prior notice (except in connection with subparagraph (e)) and without prejudice to any of its other remedies at law or in equity, may terminate this Agreement upon the occurrence of any of the following events:

- (a) The existence of swine (other than the feeder pigs supplied by Corporation) on the Premises or within 500 feet of any finishing house used by Grower;
- (b) The use by Grower of any materials supplied by Corporation for any purpose other than the care and maintenance of the feeder pigs supplied by Corporation, or the use by Grower of the feeder pigs for any purpose other than production solely for the benefit of Corporation;
- (c) Intentional falsification by Grower of any records maintained by Grower hereunder;
- (d) The occurrence of any emergency situation, which Corporation determines, requires immediate action for the protection of the pigs or either of the parties hereto;
- (e) Failure of Grower to conform with any other term or condition hereof, specifically including but not limited to Corporation's Procedures (including best management practices for waste management), after Corporation has notified Grower of such nonconformity and provided Grower with an opportunity to correct such nonconformity for ten (10) days following such notice.

In the event of termination of this Agreement for any reason, Corporation shall have the right to enter onto the Premises and remove any and all property in which Corporation has any ownership interest or rights, including without limitation all feeder pigs or market hogs, medicines, supplies, equipment, and records. Grower shall cooperate with Corporation in this regard and shall supply any and all personnel necessary to assist Corporation in safely loading and transporting said swine and supplies.

In the event that Corporation determines, in its sole discretion, that Grower is not providing proper care, correct feeding or environment, or adequate facilities or otherwise is not complying with the terms of this Agreement or Corporation's Procedures, Corporation shall have the right, at its sole option and in its sole discretion, to provide the proper care, feeding, treatment, and maintenance of the pigs on the Premises and further shall have the right to charge Grower with all expenses incurred by Corporation in connection with Grower's failure to perform said duties.